

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-13-64638

HUD# 07-13-0731-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

RD NORWALK, LLP

12289 Stratford Drive Suite A

Clive, Iowa 50325

NATIONAL MANAGEMENT CORPORATION

12289 Stratford Drive Suite A

Clive, Iowa 50325

IAN HOUGH

Good Life Retirement Community

12289 Stratford Drive Suite A

Clive, Iowa 50325

COMPLAINANT

RUTH OPPENHEIM

1313 Wright Road Apartment 8

Norwalk, Iowa 50211

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents failed to make reasonable accommodations for her disability when they refused to allow her to move into a “handicapped accessible” rental unit when it became vacant and failed to provide her with a reserved parking space. Complainant alleged these refusals resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 56-unit apartment complex, located at 1313 Wright Road, Apartment 8, Norwalk, Iowa 50211.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the FHA and ICRA make it unlawful

to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

3. Respondents acknowledge the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

4. Respondents acknowledge their obligation under the FHA and ICRA to allow a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

Respondents acknowledge they will consider each citizen's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a request for a reasonable accommodation can be denied if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

## Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

## Disclosure

9. This Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

## Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters,

subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

11. Respondents agree that each of Respondents' employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability and laws prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

#### New Policy and Practice

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and staff guidelines for receiving and handling requests for parking for persons with disabilities. The staff guidelines will be in a form substantially equivalent to Attachment 1.

Respondents shall create the following forms (substantially equivalent to Attachment 2 and 3):

- "Request for Parking for Persons with Disabilities Request" (Attachment 2)
- "Approval or Denial" (Attachment 3)

Within thirty (30) days of receiving a Closing Letter from the Commission, Respondents agree to submit a written report to the Commission, verifying the written standards, staff guidelines and said forms have been adopted.

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement

Agreement to add language to all Lease Agreements (substantially equivalent to the following language):

Reasonable Accommodations. If a tenant, prospective tenant or someone associated with a tenant has a disability, he/she may make a written request for a reasonable accommodation at any time during the tenancy. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an “undue financial and administrative burden” or it would “fundamentally alter the nature of the provider’s operations.” Please contact the Property Manager to get a copy of the reasonable accommodation policy and the necessary forms for you to complete and return. The Property Manager will provide a timely written response to your request for a reasonable accommodation.

Reasonable Modifications. If a tenant, prospective tenant or someone associated with a tenant has a disability, he/she may make a written request for a reasonable modification at any time during the tenancy. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. The Fair Housing Act provides that while housing providers must permit reasonable modifications, the tenant is responsible for paying the cost of the modification. Please contact the Property Manager to get a copy of the reasonable modification policy and the necessary forms for you to complete and return. The Property Manager will provide a timely written response to your request for a reasonable modification.

Within seven (7) days of modifying Respondents’ Lease Agreements, Respondents agree to submit a written report to the Commission with a copy of a modified Lease Agreement.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

#### Landlord Reference

15. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree they will provide the dates of Complainant's tenancy and will report Complainant paid her rent on time and fulfilled the requirements of her lease agreement. Kate Ridge at the Corporate office, will be the contact person for any rental reference request for Complainant. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the

Commission. Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's promise that upon vacating apartment 8 she leaves the apartment in clean and undamaged condition, normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible for any snags or damage to the carpet in apartment 8.

In addition, Respondents agree to send Complainant a general landlord reference letter within seven days of Complainant vacating apartment 8. The letter will state the dates of Complainant's tenancy, that she paid her rent on time, and fulfilled the requirements of her lease agreement.

Respondents also agree to send documentation to the Commission verifying that the above referenced requirement has been noted in Complainant's tenant file and that the tenant reference letter has been sent to Complainant.

#### Relief for Complainant

16. Respondents agree to release Complainant from the terms of her rental agreement after Complainant gives Respondents a seven-day written notice to vacate. Respondents agree to prorate Complainant's rent and refund any applicable rent monies. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating her rental agreement with a seven-day notice.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement and all Respondents' rules and regulations.

Once Complainant has vacated Apartment 8, Respondents agree to do a check-out of Apartment 8, with Complainant and her representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible for any snags or damage to the carpet in apartment 8.



Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainant's security deposit tendered to them pursuant to their lease agreement.

Within ten (10) business days of dispersing the rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for rent balance, cleaning or damage to apartment 8.

17. Within ten days (10) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$1,000, without any deductions.

Respondents agree to send the check to Complainant at the address listed on page one. Respondents also agree to send a copy of the settlement check to the Commission within ten (10) days of issuing the check.

#### Reporting and Record Keeping

18. Respondent shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.

19. Respondent shall forward to the Commission a copy of their staff guidelines and said forms, within thirty (30) days of the execution of this Agreement, as evidence of compliance with Term 12 of this Agreement.

20. Respondent shall forward to the Commission a copy of their modified lease agreement, within thirty (30) days of the execution of this Agreement, as evidence of compliance with Term 13 of this Agreement.

21. Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, as objective evidence that all current tenant files have been reviewed to determine whether their employees or agents appropriately handled past requests for reasonable accommodations as evidence of compliance with Term 14 of this Agreement.

22. Respondents also agree to send documentation to the Commission verifying that Respondents have made a note in Complainant's tenant file to provide a neutral landlord reference and sent Complainant a neutral tenant reference letter,  
  
as evidence of compliance with Term 15 of this Agreement.

23. Within ten (10) business days of dispersing Complainant's rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for rent balance, cleaning or damage to apartment 8, as evidence of compliance with Term 16 of this Agreement.

24. Respondents agree to send a copy of the settlement check to the Commission within ten (10) days of issuing the check as evidence of compliance with Term 17 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

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RD Norwalk, LLLP, RESPONDENT

Date

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National Management Corporation, RESPONDENT

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Date

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Ian Hough, RESPONDENT

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Date

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Ruth Oppenheim, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION